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BellSouth Telecommunications, Inc.

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Guy M. Hicks
General Counsel

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May 14, 2004

VIA HAND DELIVERY

Hon. Deborah Taylor Tate
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

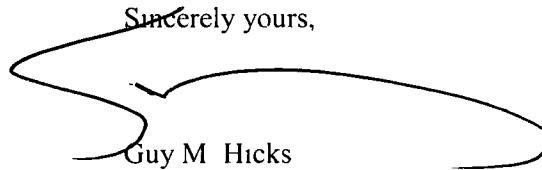
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and DIECA Communications, Inc. d/b/a Covad Communications Company Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 04-00143

Dear Chairman Tate:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, DIECA Communications, Inc. d/b/a Covad Communications Company and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of an executed Amendment to the Interconnection Agreement dated December 19, 2001. The Amendment updates the Interconnection Agreement to incorporate terms, conditions and rates for Circuit Facility Assignments within Attachment 4.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc. Douglas Carlen, Esq., Covad Communications Company
William H. Weber, Covad Communications Company

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and DIECA Communications, Inc d/b/a Covad Communications Company Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

**PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND DIECA COMMUNICATIONS, INC. D/B/A COVAD COMMUNICATIONS
COMPANY PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, DIECA Communications, Inc. d/b/a Covad Communications Company ("Covad") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated December 19, 2001 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Covad and BellSouth state the following:

1. Covad and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Covad. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on February 23, 2004

2. The parties have recently negotiated an Amendment to the Agreement which updates the Interconnection Agreement to incorporate terms, conditions and rates for Circuit Facility Assignments within Attachment 4. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Covad and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Covad within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Covad and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Covad and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 14th day of May, 2004.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC

By: _____

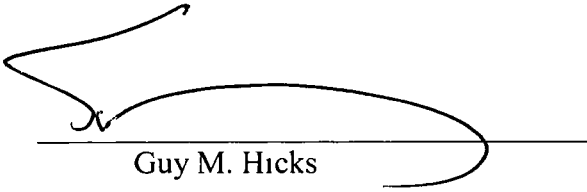
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 14th day of May, 2004:

Douglas Carlen, Esq.
Assistant General Counsel
Covad Communications Company
3420 Central Expressway
Santa Clara, CA 95051

William H. Weber
Vice President, External Affairs
Covad Communications Company
1230 Peachtree Street, NE
19th Floor, Promenade II
Atlanta, GA 30309



Guy M. Hicks

**Amendment to the Agreement
Between
DIECA Communications, Inc. d/b/a Covad Communications Company
and
BellSouth Telecommunications, Inc.
Dated December 19, 2001**

Pursuant to this Amendment, (the "Amendment"), DIECA Communications, Inc. d/b/a Covad Communications Company (Covad), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 19, 2001 ("Agreement") to be effective ten (10) calendar days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Covad entered into the Agreement on December 19, 2001, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to incorporate terms, conditions and rates for Circuit Facility Assignments within Attachment 4, Physical Collocation – Central Office as reflected in Exhibits 1 and 2, attached hereto and by reference incorporated into this Amendment.
2. The Parties agree to delete the following language from Section 6.7.1 to include Exhibit B of Attachment 4, Physical Collocation: "To be considered a timely and accurate forecast, Covad must submit to BellSouth the CLEC Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date."
3. All of the other provisions of the Agreement, dated December 19, 2001, shall remain in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: 

Name: Director Kristin Rowe

Title: Director

Date: 4/12/04

**DIECA Communications, Inc. d/b/a
Covad Communications Company**

By: 

Name: James A. Kirkland

Title: SVP & General Counsel

Date: 4/5/04

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: 

Name: Director Kristene Lane

Title: Director

Date: 4/12/04

**DIECA Communications, Inc. d/b/a
Covad Communications Company**

By: 

Name: James A. Kirkland

Title: SVP + General Counsel

Date: 4/5/04

6.19 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to Covad prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those BellSouth Premises in which Covad has physical Collocation Space with no POT bay or with a grandfathered POT bay provided by BellSouth.

6.19.1 BellSouth cannot provide CFAs to Covad prior to the Provisioning Interval for those BellSouth Premises in which Covad has physical Collocation Space with a POT bay provided by Covad or virtual Collocation Space, until Covad provides BellSouth with the following information:

For physical Collocation Space with a Covad-provided Pot bay, Covad shall provide BellSouth with a complete layout of the POT panels on an equipment inventory update (EIU) form, showing locations, speeds, etc.

For virtual Collocation Space, Covad shall provide BellSouth with a complete layout of Covad's equipment on an equipment inventory update (EIU) form, including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by Covad's BellSouth Certified Supplier.

6.19.1.1 BellSouth cannot begin work on the CFAs, identified in Section 6.19.1 above, until the complete and accurate EIU form is received from Covad. If the EIU form is provided within ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs, identified in Section 6.19.1 above, will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs, identified in Section 6.19.1 above, will be provided within ten (10) calendar days of receipt of the EIU form.

6.19.2 BellSouth will bill Covad a nonrecurring charge, as set forth in Exhibit D, each time Covad requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to Covad.

[illegible]

COLLOCATION - Mississippi												
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES (\$)	Attachment 4			Exhibit D		
							Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring First Add'l	Nonrecurring Disconnect First Add'l	SOMEc	SOMAN	SOMAN

COLLOCATION - Tennessee																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 4			Exhibit D	
						Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l			Incremental Charge - Manual Svc Order vs Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l		
						Rec										
PHYSICAL COLLOCATION																
	Physical Collocation - CFA Information Resend Request, per premises, per request		CLO				77 67									